

Wayne Co.

PPME #2003 (Roads)

7/1/2006 6/30/2008

WAYNE CO. / PPME #2003 (ROADS)

06-08

A G R E E M E N T

between

WAYNE COUNTY, IOWA

AND

**PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES
LOCAL 2003, IUPAT**

Secondary Road Unit

July 1, 2006 to June 30, 2008

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PUBLIC EMPLOYMENT
RELATIONS BOARD

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THIS AGREEMENT is made and entered into at Corydon, Iowa, by and between WAYNE COUNTY, IOWA, hereinafter sometimes referred to as the "County", or the "Employer", and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL 2003, IUPAT, hereinafter referred to as the "Union".

In consideration of the covenants hereinafter contained by and on behalf of the County and the Union, it is mutually agreed as follows:

ARTICLE 1 INTENT AND PURPOSE

1.1 It is the intent and purpose of the parties hereto to set forth an agreement concerning rates of pay and other subjects of bargaining, to promote orderly and peaceful labor relations for the mutual interest of the County, its employees, the Union, and the public to the end that there will be no work slowdowns, stoppages, strikes, interruptions of work or other interference with the orderly, effective and efficient operation of the County's business, to assure the orderly, effective and efficient operation of the Secondary Road Department in order to provide for health, safety and welfare of the citizens of Wayne County, and to promote the prompt and efficient performance of work assigned to employees.

1.2 The parties recognize and declare the necessity of providing the most efficient and highest quality service to the citizens and taxpayers of Wayne County.

1.3 The parties further recognize that the basic purpose of Wayne County is to operate and conduct County business, and that the Secondary Road Department is obligated to assist the County administration in keeping the County roads safe and functional for those who use them.

ARTICLE 2 UNION CERTIFICATION

2.1 On or about April 19, 1983, the Union was certified by the Iowa Public Employment Relations Board in Case No. 2382 as the agent for certain County employees:

INCLUDED: All regular full-time Working Foremen, Laborers, Machine Operators, Patrol Operators and Truck Drivers, and Mechanics employed by the Wayne County, Iowa Secondary Road Department.

EXCLUDED: Shop Foreman, County Engineer, Assistant County Engineer, Office Manager, Rodmen, independent contractors and subcontractors, students, watchmen, guards and security personnel, confidential employees, professional employees, managerial employees, supervisory employees, all others excluded by Section 4 of the Act, and all other persons employed by Wayne County, Iowa, and its Board, commissions, agencies and departments.

ARTICLE 3
COUNTY AND UNION RIGHTS AND RESPONSIBILITIES

3.1 The Union recognizes its responsibilities as the bargaining agent of those regular full-time employees described above in Section 2.1, and realizes that in order to provide maximum opportunities for continuing employment and adequate compensation, the County must be able to operate economically, efficiently and at the lowest possible cost. The Union, therefore, assumes responsibility for cooperating in the attainment of these goals and agrees: (a) that it will cooperate with the County and support its efforts to assure a full and fair day's work on the part of its employees; (b) that it will actively combat absenteeism and any other practice which restricts efficient and economical operations of the County; and (c) that it will earnestly strive to improve and strengthen goodwill between the County and its employees, and the public.

3.2 The Union recognizes the authority, power, rights and prerogatives which belong solely, exclusively, and without limitation to the County, including, without limitation of the generality of the foregoing, the right to manage, operate and direct the affairs and operations of the County and the Secondary Road Department, to direct the work and the working forces, to maintain order and efficiency, to plan, direct and control all the operations and services of the Secondary Road Department, to schedule and assign work, to determine the size and location of the County's operations and to determine the type and amount of equipment to be used, to extend, maintain, curtail or terminate operations of the County, to determine methods and materials to be used, including the right to introduce new methods or facilities, to create, modify and terminate departments, job classifications and job duties, to subcontract, to transfer and lay off, to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, the number of persons to be employed at any time and establish their duties, and to make, implement, enforce and require employees to observe rules and regulations set forth by the County. Employees will be given advance notice of new rules. The Union shall receive a copy of these rules seven (7) days prior to the effective date, with the right to receive clarification of any rule or rule changes before they become effective.

3.3 In addition to all authority, powers, rights and prerogatives of the County set forth in Section 3.2 above, and those established by constitutional provision, statute, ordinance, charter, or special act, which belong solely, exclusively and without limitation to the County, all of the authority, powers, rights, and prerogatives the County had prior to this Agreement and retained by and reserved to it and shall remain within its exclusive control, except to the extent expressly limited by a specific provision of this Agreement.

3.4 The County will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the County's employees to refrain from Union membership. There shall be no unlawful discrimination by the County or the Union because of membership or nonmembership in the Union. The Union agrees neither it nor any of its officers or agents will engage in any activity which will interrupt or interfere with the operations of the County.

3.5 For purposes of investigating pending grievances, a duly authorized representative of the Union may have access to County premises with supervision's prior consent. The Union will not interfere with or interrupt the County's operations or the work of its employees.

ARTICLE 4 DEFINITIONS

4.1 A regular employee is a full-time employee who has completed his/her probationary period.

4.2 A probationary employee is one who has not completed his/her first six (6) calendar months of continuous service with the County as a full-time regular employee.

4.3 The grievance and arbitration procedures provided herein shall not be applicable to any employee until he/she becomes a regular employee.

4.4 The word "employee", when used in this Agreement, shall mean "employee" as defined in the Public Employment Relations Board's Order of Certification in Board Case #2382.

ARTICLE 5 WORK STOPPAGES

ARTICLE DELETED 7/1/04

ARTICLE 6 HEALTH AND SAFETY

6.1 The County agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the County in maintaining County policies, rules and regulations as to health and safety. Employees shall be responsible for promptly reporting any unsafe conditions to their immediate supervisor.

6.2 All new employees, upon initial employment, shall upon request by the County, provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease. Such evidence shall include a statement from a doctor of medicine of the Employer's choice.

6.3 A Safety Committee will be established for the purpose of meeting to evaluate department safety and make recommendations concerning the effective administration of the safety program. The Safety Committee will consist of two (2) people, with one (1) from the Employer and one (1) from the Union represented.

ARTICLE 7
GRIEVANCE PROCEDURE

7.1 The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

7.2 A grievance is defined as a timely filed claim by an employee covered by this Agreement which alleges that there has been a violation of a specific and express provision of this Agreement by the County.

7.3 Should an employee claim a grievance, it shall be processed in the following manner:

Step One. An employee who claims a grievance shall reduce the grievance to writing by giving and signing a statement of the facts, what is the issue, and what section of the contract was violated and what remedy the employee is seeking. The written grievance must be submitted to the employee's immediate supervisor no later than five (5) working days after the occurrence upon which the grievance is based. The employee's immediate supervisor shall give a written answer to the aggrieved employee within five (5) days after the grievance is presented to him.

Step Two. If the grievance is not settled in Step One and the grievant wishes to take the grievance forward, the grievant must submit the signed grievance to the Board of Supervisors or its designee within five (5) working days after receipt of the immediate supervisor's written answer.

If requested by the grievant, the Board of Supervisors or its designee will meet with the grievant who may, at his or her option, be accompanied by a duly authorized Union representative at a time mutually agreeable to the parties, and if a settlement is not reached, the Board of Supervisors or its designee will provide a written answer to the grievant within ten (10) days following such meeting.

7.4 If the grievance is not settled in accordance with the foregoing procedure, the Union and the grievant may submit the grievance to arbitration by written notice of arbitration, submitted to the County Engineer within ten (10) days after the receipt of his/her answer to Step Two. Said written notice must be signed by both the grievant and authorized representative of the Union. Within ten (10) days after receipt of the notice, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, either may, within fifteen (15) days after receipt of the notice, request the Public Employment Relations Board to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request a new panel be submitted. Within ten (10) days after receipt of the panel, a coin flip shall determine which party shall strike the first name from the list, and thereafter, each shall, in that order, alternately strike a name from the list and the seventh and remaining person shall act as the arbitrator.

Subject to the availability and convenience of the County and Union representatives, the arbitrator shall schedule the time and place for a hearing on the grievance, with each side having the right to file a post-hearing brief.

7.5 An arbitrator selected pursuant to the provisions of Section 7.4 shall have no power or authority to amend, modify, nullify, ignore, add to or subtract from any terms of this Agreement, to substitute the arbitrator's discretion for that of the County, or to make any decision contrary to or inconsistent with or modifying in any way the applicable laws and rules and regulations. No liability shall accrue against the County for a date prior to the date of the occurrence of the alleged violation referred to in a timely-filed grievance. The arbitrator shall not in any way limit or interfere with the authority, powers, rights, prerogatives or discretion of the County under the terms of this Agreement or applicable law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with these provisions, a decision of the arbitrator shall, if within the scope of the arbitrator's authority and supported by a preponderance of the competent evidence, be final and binding. The arbitrator may not hear more than one grievance unless the presentation of more than one grievance involving similar facts, issues and contract provision is mutually agreed to by the County and the Union.

7.6 The reasonable expenses, fees and costs of the arbitrator and hearing room shall be shared equally by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.

7.7 All grievances shall be presented, discussed and processed during the grievant's non-working time, unless another time is mutually agreed to.

7.8 The time limits specified in this Article shall be strictly observed. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the County's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the County's specified representative to answer a grievance or an appeal thereof within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step.

7.9 If any claim or complaint is filed in any form other than under the grievance procedure of this Agreement, then the County shall not be required to process the same or similar claim or set of facts through the grievance procedure.

ARTICLE 8
HOURS OF WORK AND OVERTIME

8.1 This Article is intended only to provide a basis of calculating overtime and shall not be construed as a guarantee of or limitation on hours of work per day or per week, or days of work per week.

8.2 The normal workweek shall consist of forty (40) hours per week (Monday-Friday) exclusive of unpaid lunch periods.

8.3 All work actually performed in excess of eight (8) hours per day or in excess of forty (40) hours per week shall be paid for at one and one-half (1 1/2) times the employee's regular straight time hourly wage rate. Overtime shall not be paid more than once for the same hours worked.

8.4 All overtime work must be authorized by and have the prior approval of supervision.

8.5 Employees will receive a thirty (30) minute unpaid lunch period, at times scheduled by the County, and one (1) fifteen (15) minute break period during each half of the working day at times scheduled by the County.

8.6 For payroll purposes, the workweek will begin at 12:01 AM on Sunday, and end at Midnight on Saturday.

ARTICLE 9
SENIORITY AND LAYOFF PROCEDURE

9.1 Seniority is defined as an employee's length of continuous service with the County from his/her most recent date of hire.

9.2 In the event the County determines that employees will be laid off, part-time and temporary employees will be laid off first and shall have no recall rights. If further layoffs are made, the County will determine the employees retained in order to have the best crews available and will consider maintenance of operational efficiency, skill, training, qualifications, ability to perform, and attendance and reliability. When these considerations are equal between or among employees affected, seniority will govern (with the exception of Working Foremen).

9.3 Those employees to be laid off will be notified as soon as possible. Laid off employees shall have the responsibility of advising the County of their current addresses and telephone numbers during layoff. If the County desires to recall employees, such employees shall be recalled in the inverse order of layoff.

9.4 The seniority and any recall rights of an employee shall terminate if the employee retires, quits for any reason, is discharged, fails to report within forty-eight (48) hours after notice of recall, is laid off for a period exceeding twelve (12) months or his/her seniority, whichever is lesser, engages in other work while on leave of absence or

gives a false reason for obtaining leave of absence, fails to report for work at the end of leave of absence, or is absent without notice to the County more than one (1) day in any year, unless satisfactory evidence is presented to the County that the employee was physically unable to give notice.

9.5 An employee promoted out of the bargaining unit may retain, but shall not continue to accrue, seniority for twelve (12) months.

9.6 The County will provide a seniority list to the Union upon request.

ARTICLE 10 TRANSFER PROCEDURES

10.1 Employees who desire to permanently transfer to a permanent vacancy in the bargaining unit may file a written request with the County Engineer. Such requests shall be filed for each specific vacancy which is to be filled, and shall expire when the specific vacancy is filled. In filling vacancies, the County will follow the considerations set forth in Section 9.2 above.

Upon request, employees who are selected to fill employment vacancies as posted in accordance with the above will be granted a thirty (30) day training period. The training period is intended to give the Employer an opportunity to evaluate the employee's suitability for, and work performance in, the new job. The Employer and the employee may mutually agree to extend the training period.

If the Employer determines during the thirty (30) day training period that the employee is unsuitable for the new job, the Employer shall reassign the employee to the employee's previous job.

Qualified applicants outside the unit may be considered by the Employer after said five (5) working day posting obligation is met and after said training period.

10.2 All such permanent vacancies which are to be filled (with the exception of Working Foreman) will be posted as soon as practicable. A written request for a transfer shall be filed within five (5) working days after the vacancy is posted.

10.3 Notice of an involuntary transfer will be given to the employee affected as soon as practicable.

10.4 If an employee is temporarily transferred for more than four (4) hours in a day, he/she will receive the higher rate of pay for all hours worked for the day. If an employee is temporarily transferred for less than four (4) hours in a day, he/she will be paid his/her regular rate of pay for all hours worked for the day.

ARTICLE 11
STEWARDS

11.1 The Union will notify the Employer in writing of the names of the Union Stewards.

ARTICLE 12
LEAVES OF ABSENCE

12.1 Eligibility for leaves provided in this Article shall be limited to a regular full-time employee who has completed his/her probationary period. Such a leave shall be without any pay from the County, unless otherwise expressly specified in this Article. An eligible employee granted a leave shall not be eligible for any fringe benefits, including holiday pay, or accrue retirement, vacation, sick leave or seniority during the period of such leave. Premiums for insurance normally paid by the County will be paid by the employee during the period of such leave, if the employee elects to continue coverage. Any employee engaged in work for pay from another employer while on such leave, or who fails to report to active employment at the expiration of a leave, will have his/her employment with the County terminated immediately and automatically. All paid leaves will be compensated at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work. No paid leave shall count toward the computation of overtime, nor shall it be considered as time worked or paid for within the meaning of any provision of this Agreement.

12.2 Sick leave may be granted to regular full-time employees who have completed their probationary period and who are on the active payroll on the following basis:

- a) Sick leave can be used only for bona fide personal illness or accidental injury which is not covered by Workers Compensation.

Up to 8 hours of sick leave may be used in one (1) hour increments for doctor or dental appointments that cannot be scheduled outside of working hours. Use of this 8 hours of sick leave in hourly increments will not be counted toward the six (6) days referred to in Article 12.2 (e)

- b) Sick leave with pay at the employee's regular hourly rate shall accumulate at the rate of one (1) day per month of continuous employment for each month in which an employee has no unexcused absence.
- c) Unused sick leave may be accumulated up to a maximum of one hundred twenty (120) working days.
- d) An employee absent due to personal illness or injury shall furnish medical evidence from a doctor which is satisfactory to the County, immediately upon return from such absence, certifying the necessity for the absence, and the employee's physical and mental ability to return to or remain at

work and to fully perform his/her regular duties. In appropriate cases, including surgery and pregnancy, advance medical evidence which is satisfactory to the County as to the necessity for such absence, shall be furnished to the County. An absence hereunder may be excused only for the duration of the incapacity or disability, but shall not exceed one hundred twenty (120) working days.

- e) Pay for the first day of illness may be allowed by the County Engineer only after a personal visit to the employee's home; provided, however, that in no event shall any employee receive pay for first day illness for more than six (6) days in any contract year. Furthermore, in all cases, the medical evidence referred to in subparagraph (d) above shall be required in order to be eligible for pay with respect to an absence in excess of one (1) day. Absence from work occasioned by an injury or illness covered by Workers Compensation does not count as sick leave for purposes of this section only.
- f) Upon termination of employment, including retirement, employees shall receive no additional compensation for accrued or unused sick leave except as provided for in Article 15.3. In the event of the death of an employee, payment will be made to the employee's estate up to a maximum of 60% of the unused sick leave benefits due at the time of the employee's death.
- g) In case of injury sustained while working, a report should be made to the County Engineer on the same day. An employee may use sick leave to the extent it is available, for an on-the-job injury or disability. If an employee so elects to use such sick leave, in any period for which an employee is receiving Workers Compensation benefits for an on-the-job injury or illness, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period under this contract if the employee had reported to work. During the statutory waiting period, an employee may choose to use sick leave to the extent it is available. Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave in hourly increments. All benefits (vacation, sick leave and seniority) will continue to accrue during a leave of absence due to a work related injury.
- h) A compensable absence for sick leave hereunder shall only be allowed for the duration of the medically certified incapacity or disability. The County reserves the right to have an employee examined by a doctor of medicine of the County's choosing, whose opinion on the issue of medical capacity to resume the performance of duties shall be final and binding. An employee may refuse to participate in such an examination, but shall, in the event of such refusal, be deemed absent without leave and further, shall not receive any pay for such absence.

12.3 Eligible employees may be granted leave with pay for the purpose of attending a funeral on the following basis:

- a) Up to three (3) calendar days' absence (prior to and including the day of the funeral) may be allowed for the purpose of attending the funeral of an employee's spouse, child, mother, father, brother, sister, or mother or father-in-law, if necessary. Employees who are veterans shall be granted up to eight hours (8) each contract year paid absence for duty as a Military Honor Guard.
- b) The County will be promptly notified of any requested absence hereunder, the reason therefor, and the date thereof. In addition, the County may require proof of death and/or relationship.
- c) Leave hereunder shall apply only where the employee actually attends the funeral, and the employee shall return to work as soon as possible after the funeral.
- d) Leave hereunder may be allowed an eligible employee asked to serve as a pallbearer for a funeral, not to exceed one-half (1/2) day.
- e) Leave hereunder may be allowed an eligible employee to attend the funeral of a fellow employee. (No more than nine (9) hours for this date).
- f) Only a day of absence which would have been a compensable workday will be paid hereunder. No payment will be made during a vacation, holiday, Saturday or Sunday, layoff, or other leave of absence.

12.4 A regular employee on the active payroll full-time who is required to perform jury duty will be reimbursed the difference between his/her regular hourly rate of pay for necessary working time lost because of such duty and the amount of compensation paid to him/her for his/her services as a juror. Provided, however, that no such payment shall be made to an employee for such jury duty for any time during which, in accordance with his/her work schedule, he/she would not have worked for the County. In order for an employee to be eligible, the employee must also:

- a) Immediately notify his/her supervisor of the receipt of summons for jury duty.
- b) Be available for work on the last scheduled workday before and the first scheduled workday after the period of jury duty, unless on an approved paid leave of absence.
- c) Furnish the County with proper evidence of the number of days and hours and the amount of his/her compensation for jury duty.
- d) Be available for work for the remainder of any day after release from required jury duty, if released prior to 1:00 PM.

ARTICLE 13 HOLIDAYS

13.1 Subject to and in accordance with the provisions of this Article, a regular full-time employee who has completed his/her probationary period and who is on the active payroll shall receive holiday pay at his/her regular hourly rate of pay for January 1st, Martin Luther King Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day, the Day after Christmas Day, and such other holidays as may be granted by the Board of Supervisors, on the following basis:

- a) The eligible employee must work as required on the holiday if so scheduled. An eligible employee scheduled or called to work, but not reporting for work as required, shall receive no holiday pay. The eligible employee who works as required on any of the above-mentioned holidays will be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay plus the employee shall receive their holiday pay or receive another day in lieu of the holiday, at the employee's option.
- b) No holiday pay shall be paid to any employee who has failed to work both the entire last scheduled workday immediately preceding the holiday, the entire first scheduled workday immediately following the holiday, unless on an approved paid leave of absence.
- c) No holiday pay shall be paid to any employee who has an unexcused absence in the ninety (90) calendar days preceding the holiday.
- d) When an eligible employee's vacation period includes a holiday, he/she will receive an additional day off with pay at his/her regular hourly rate.
- e) Holidays paid for herein shall count as such time worked for the purpose of computing overtime. When a holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and if a holiday falls on a Sunday, the following Monday will be observed as the holiday.

ARTICLE 14 VACATION

14.1 Subject to and in accordance with the provisions of this Article, vacations will be granted to regular full-time employees pursuant to the following schedule:

- a) An eligible employee who has completed one (1) year of continuous active service will be eligible for sixty (60) hours of vacation time, which must be used within one (1) year following date of employment, or it will be forfeited.

- b) The following schedule shall govern vacation entitlements for all other years of continuous active service:

Number of Years <u>Employment</u>	Number of Hours <u>Earned Per Month</u>	Total Hours <u>Per Year</u>
2nd thru 5th year	7 1/2 hrs	90 hrs
6th thru 8th year	9 hrs	108 hrs
9th thru 13th year	10 1/2 hrs	126 hrs
14th thru 18th year	12 hrs	144 hrs
19th thru 23rd year	13 1/2 hrs	162 hrs
24th and beyond	15 hrs	180 hrs

14.2 The purpose of vacation is to enable the eligible employee to enjoy periodic rest from his/her regular job so that he/she may return to work refreshed. A vacation year will be the eligible employee's anniversary date to anniversary date.

- a) Vacation time is earned monthly. All vacation time the employee has accumulated on his/her anniversary date must be used within one (1) year following that anniversary date, or it will be forfeited.

14.3 The County will continue its past policy regarding the scheduling of vacations.

ARTICLE 15 INSURANCE

15.1 The County will continue in effect for the life of this Agreement, the present Group, Health Insurance program, or a comparable program subject to and in accordance with the terms and conditions of the group contract of the insurer. The County will contribute the monthly premium cost of individual employee coverage under such program for eligible regular full-time employees who have completed their probationary period and who are on the active payroll. In addition, the Employer will contribute twenty percent (20%) of the monthly dependent premium for each eligible regular full-time employee. However, Health Insurance coverage will not be provided for an employee after a period of one (1) month leave of absence or one (1) month's absence from the Secondary Road payroll.

15.2 The dental insurance plan currently available to non-bargaining unit County employees will be available to bargaining unit Secondary Road employees. The County will pay the single premium for each eligible regular full-time employee. If an employee desires to cover his/her eligible dependents, he/she may do so by paying 100% of the monthly dependent premium.

15.3 An employee with at least 15 years of service may apply 30% of his/her accumulated sick leave toward the cost of continuing health insurance under the County's group plan. Coverage must be continuous, i.e., same coverage as at time of employment.

ARTICLE 16
MINIMUM HOURLY WAGE RATES

16.1 The regular hourly rates of pay for employees covered by this Agreement are set forth on Appendix A attached hereto.

ARTICLE 17
UNION DUES CHECKOFF

17.1 The County agrees to make a monthly deduction from the wages of any regular employee covered by this Agreement who has provided the County with a valid written authorization therefore, for monthly Union dues (excluding initiation fees, assessments, back dues, fines and similar items) in the amount certified by the Treasurer of the Union, and remit such monies along with a list of employee and the amount deducted from each, to the Treasurer of the Union, not later than the last day of the succeeding month. Such written authorizations may be revoked by an employee at any time upon his/her thirty (30) day written notice to the County.

17.2 The Union agrees to indemnify, defend, and hold the County harmless against any and all claims, demands, suits, orders, judgments, or other form of liability that may arise out of or by reason of action taken or not taken by the County in connection with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE 18
NON-DISCRIMINATION IN EMPLOYMENT

The Employer and the Union agree to comply with any non-discrimination in employment laws that are applicable. The parties agree that the Employer shall consult with the Union and may take appropriate action to comply with the Americans with Disabilities Act (ADA). Application of the ADA shall not constitute a waiver of an employee's rights under this contract, inclusive of the employee's ability to grievance under Article 7 the effect on the employee's contractual rights.

ARTICLE 19
GENERAL PROVISIONS; TERM OF AGREEMENT

19.1 This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

19.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the other shall not be obligated to

bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

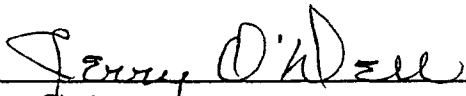
19.3 If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid, but all other provisions of this Agreement shall remain in full force and effect.

19.4 This Agreement shall become effective July 1, 2006, and thereafter shall remain in full force and effect through June 30, 2008 and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to terminate this Agreement on or before October 1, 2007.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2006.


WAYNE COUNTY, IOWA

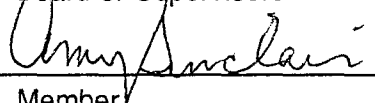
PUBLIC, PROFESSIONAL &
MAINTENANCE EMPLOYEES
LOCAL 2003, IUPAT

BY: 
Chairperson,
Board of Supervisors

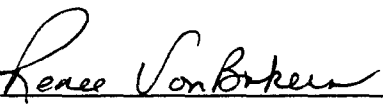
BY: 
Business Representative

BY: 
Member,
Board of Supervisors

BY: 
Union Representative

BY: 
Member,
Board of Supervisors

BY: 
Union Representative

BY: 
Employer Representative
Von Bokern Associates

APPENDIX A

I. Regular hourly base rates of pay:

<u>Job Classification</u>	Hourly Rate Effective	
	<u>7-1-06</u>	<u>7-1-07</u>
Working Foreman	\$15.66	\$16.16
Mechanic	\$15.15	\$15.65
Operators	\$15.10	\$15.60
Chemical Operator	\$15.10	\$15.60
Tandem Truck Driver	\$14.83	\$15.33
Laborer	\$14.71	\$15.21

Probationary employees shall receive twenty-five cents (\$.25) per hour less than the applicable rate of the classification the employee is assigned.

II. Longevity Pay

In addition to the minimum base straight time hourly wage rates set forth above, eligible employees covered by this Agreement will receive an additional amount for length of continuous service at the following hourly rates:

After 5 years	\$.05 per hour
After 10 years	\$.10 per hour
After 15 years	\$.20 per hour
After 20 years	\$.25 per hour
After 25 years	\$.30 per hour